

Lloyd W. Teaford and Martha A. Teaford, hw  
to Carroll, Hillman and Hedlund, Inc. a Wn corp  
Fp mtg to sp its sa the fdre in kcw

9/51

LDWSF  
12,370,122.167  
2241  
338

The N 17.00 ft of Lot 10 and all of Lot 11 Blk 2 Ridgecrest, acc to  
plat thof rec in vol 37 of plats pg 7 rec of sd Co except the  
N 27.00 ft of sd lot 11  
and all rents, issues and profits thof --- sm as 3635166 --- \$1500.  
hed--- 4% --- \$7.92 --- Nov 1-47 --- Oct 1-72 --- inc refig,  
range and washer

The int hby cyed is subordinate to an FMA 1st mtg hinafter  
referred to as prior inst gvn by Lloyd W. Teaford and Martha A. Teaford  
to sp hin dtd Sep 29-47 securing an indebtedness in the orig prin  
sum of \$6850. and rec or fld as aud No 3729285 on 9-30-47

Lloyd W. Teaford Martha A. Teaford  
kcw Sep 29-47 by Lloyd W. Teaford and Martha A. Teaford, hw bef Lynn E.  
Rund np for su res at s ns Aug 17-50 (M1 sp fld by STCo)

D Oct 1-47

sep 29-47 \$179,241. (no stamps req)

Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wis corp  
to State of Washington

Fp cy and wrr to sp tht certain tt of ld sit in

Sec 18 Tp 24 nr 4 ewm in S kcw d f;

Comm at the interstn of the W ln of E Marginal Way as estab by Ord  
No 32881 of the C of S, with the N ln of W Oregon St, th Nly alg the  
N ln of W Oregon St 1130 ft, th Nly at rt angles 420 ft, th Nly at  
rt angles 1130 ft to the sd W ln of E Marginal Way, th Nly alg sd  
W ln of E Marginal Way a dist of 420 ft to the pob, cont 474,600 sq ft

The gtee by the acceptance of this deed cov and agree for itself  
its sa not to erect any bldg or other structure or ptn thof upon the  
Nly 40 ft of the above des prem Provd however, tht this cov shall  
not apply to any temporary structure erected in conn with the  
constn of permanent bldgs and structures upon the remainder of  
sd prem

Chicago, Milwaukee St. Paul and Pacific  
Railroad Company

By C.H. Buford, Pres

Attest: T.W. Burtness, Sec

corp sl  
Cook Co Ill Sep 29-47 by C.H. Buford and T.W. Burtness, Pres and Sec  
rsptvly of the corp (cf) bef Ruth E. Hall np for Ill res at Chicago  
ns Sep 1-51 (M1 STCo)

PRM Sep 1-47

Sep 29-47

3729609

Harris Trust and Savings Bank, an Ill corp, Trustee  
under genl mtg dtd as of Jan 1-44 betw the Chicago, Mil St. Paul  
and Pacific Railroad Co a Wis corp and sd Harris Trust  
and Savings Bank as Trustee

to Chicago, Milwaukee, St. Paul and Pacific Railroad Company  
Fp hby rel ren cy and qc to sp its sa all of the rt ti and int  
and every claim and demant whatsoever wch sd Trustee may now (g)  
or hafter have or claim to have acquired in under thru or by virtue  
of said

2670  
428  
10

2269  
342

USEPA SF



1316117



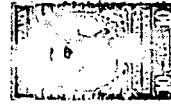
4/53

5148213  
Statutory Warranty Deed

PUGET SOUND  
TITLE INSURANCE COMPANY

Mail to  
FILED for Record at Request of  
PUGET SOUND TITLE INSURANCE CO.  
ESCROW 2996744  
1000 4TH AVE.  
SEATTLE, WASH.  
Send Tax Statement to

E. 237624



Form 467-1-REV

### Statutory Warranty Deed

THE GRANTOR DAN DAVIS and LORRAINE DAVIS, his wife on April 22, 1953,  
date of acquiring title and at all times since

for and in consideration of TEN AND NO/100 DOLLARS -----

in hand paid, conveys and warrants to ARTHUR HARRISON and GERALDINE HARRISON, his wife,  
and ED J. BESLOW and LORENA M. BESLOW, his wife  
the following described real estate, situated in the County of King, State of  
Washington:



The Easterly 139 feet, measured at right angles to the East  
line of that certain parcel of land situate in Section 18,  
Township 24 North, Range 4 East, W. M., described as follows:

Commencing at a point on the South line of West Nevada  
Street as established under Ordinance No. 80965 of City of  
Seattle, 40 feet West of the West line of East Marginal Way;  
thence West along the South line of West Nevada Street 300  
feet; thence South at right angles 185.5 feet; thence East at  
right angles 84.4 feet which point is the true point of  
beginning of the land to be described; thence in a Southeasterly  
direction along a 24°41'50" curve to the right 198.76 feet;  
thence through an angle of 90° to the left, along the radius  
of said 24°41'50" curve produced Northeasterly 16.5 feet;  
thence through an angle of 90° to the right in a Southeasterly  
direction along a 23°04'30" curve to the right 7.21 feet to  
a point on a line 40 feet West of and parallel to the West  
line of East Marginal Way; thence North parallel to said  
West line of East Marginal Way 106.96 feet; thence West at  
right angles 215.6 feet to the true point of beginning;

Situate in the City of Seattle, County of King, State of  
Washington.

#### SUBJECT TO:

Release of Damages dated September 17, 1953, filed November 2,  
1953, under Auditor's File No. 4393283; Right to use and operate  
over existing railroad spur tract, as disclosed by instrument  
recorded under Auditor's File No. 4315426.

2 sheets

APR 6 1960

830

Filed by DCT

5148213

SALES TAX LIEN  
PAID

APR 15 1960

A. A. TREMPER  
KING COUNTY TREASURER

*[Signature]*  
1959-1960

Dated this 18th day of March, 1960.

*[Signature]* (SEAL)  
*Lorraine Davis* (SEAL)

OREGON  
STATE OF OREGON,  
MULTNOMAH } ss.  
County of CLATSOP

On this day personally appeared before me DAN DAVIS and LORRAINE DAVIS  
to me known to be the individual<sup>s</sup> described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of March, 1960.

*[Signature]*  
Notary Public in and for the State of OREGON  
residing at Portland  
Oregon

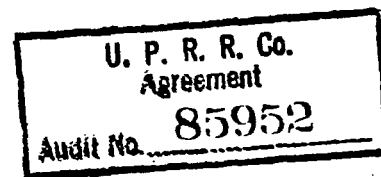
Com. exp. 11/27/63

APR 6 1960 830 Filed by EST

41914 -/

**A G R E E M E N T**

**Between**



**SEATTLE WAREHOUSE COMPANY**

**and**

**OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY  
UNION PACIFIC RAILROAD COMPANY**

**NORTHERN PACIFIC RAILWAY COMPANY**

**GREAT NORTHERN RAILWAY COMPANY**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY**

**Dated: February 9, 1954.**

**(Covering construction, maintenance and operation  
of an industry track in East Marginal Way, Seattle,  
King County, Washington.)**

THIS AGREEMENT, made this 9th day of February, 1954, by and between SEATTLE WAREHOUSE COMPANY, a corporation of the State of California, hereinafter called the "Shipper", party of the first part, and OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and its Lessee UNION PACIFIC RAILROAD COMPANY, NORTHERN PACIFIC RAILWAY COMPANY, GREAT NORTHERN RAILWAY COMPANY, and CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY (hereinafter sometimes called the "Milwaukee Company"), all corporations, hereinafter collectively called "Railway Companies", parties of the second part,

W I T N E S S E T H:

WHEREAS, the Shipper desires the Milwaukee Company to make a turnout connection from an existing track leading from East Marginal Way in Seattle, King County, Washington, to connect with a spur track constructed or to be constructed by the Milwaukee Company for and at the expense of the Shipper; such spur track to be approximately 542.7 feet in length, located as shown by pink line on the blueprint map marked Exhibit "A" hereto attached, and hereby made a part hereof, and such turnout connection to be located as shown by green line on said map; and

WHEREAS, the Shipper desires said spur track to be operated by the Railway Companies.

NOW, THEREFORE, in consideration of the advantages to accrue to the Shipper in the operation of said spur track by the Railway Companies, the parties hereto agree as follows:

Section 1. The Milwaukee Company agrees to construct the proposed spur track, for and at the expense of the Shipper, upon the location indicated by pink line on blueprint map Exhibit "A" and the Shipper agrees to maintain the same or cause the same to be maintained so as to permit of safe operation thereon and thereover by trains, motive power, equipment, and loads of the Railway Companies. The construction and maintenance thereof shall meet with the requirements and be subject to the approval of a Superintendent of the Railway Companies designated by them, and said Superintendent shall determine the point of connection of said spur track with the said turnout connection indicated by green line upon said Exhibit "A".

Section 2. The Railway Companies shall be privileged to operate upon and over said spur track and any extension thereof in the switching and movement of cars, motive power and equipment for the benefit of the Shipper, or any other person or industry that can be conveniently served by said spur track or any extension thereof, and shall have the right to use said spur track for railway purposes when it can be so used without detriment to the Shipper.

Section 3. No building, platform or other structure shall be erected or maintained and no material or obstruction of any kind or character shall be placed, piled, stored, stacked or maintained closer than eight (8) feet six (6) inches to the center line of said spur track; PROVIDED, however, that in the case of platforms not higher than four (4) feet above the top of the rail a minimum clearance of seven (7) feet three (3) inches from the center line of said spur track will be permitted; and PROVIDED further that along and adjacent to, and for one car length beyond, all portions of said spur track having a curvature greater than ten (10) degrees the clearances hereinbefore provided shall, with reference to platforms four (4) feet or less in height, be increased horizontally six (6) inches, and with reference to all buildings, platforms, structures and other obstructions greater than four (4) feet in height, shall be increased horizontally one (1) foot; and PROVIDED further that if by statute or order of competent public authority greater clearances shall be required than those provided for in this Section 3, then the Industry shall strictly comply with such statute or order. All doors, windows or gates shall be of the sliding type or shall open toward the inside of the building or enclosure when such building or enclosure is so located that the said doors, windows or gates if opening outward, would, when opened, impair the clearances in this section prescribed.

The Industry shall not locate or permit the location or erection of any beams, pipes, wires or other obstructions over or under said spur track without the written consent of the Railway Companies.

Section 4. The Railway Companies shall be privileged to discontinue operation of said track and to remove said turnout connection, in the event of any of the following contingencies, viz;

(a) the Shipper ceases for a continuous period of one year the doing of business in an active and substantial way at the industry or establishment served.

(b) the Railway Companies determine that the amount of business done upon such track be insufficient to justify the continued operation of the same by the Railway Companies.

(c) the Shipper shall fail to keep and perform any obligation or stipulation stated in or resulting under this contract.

(d) the Railway Companies shall find it necessary or desirable, or be required by law or ordinance or police regulation, or by changed conditions, to elevate or depress or otherwise alter their tracks at or near said point of spur track connection so as to make it

impracticable in the judgment of the management of said Railway Companies to continue said operation; provided, however, that if such change or changes do not render it impracticable in the judgment of said management of said Railway Companies for the convenient operation of their railroad, the Shipper shall continue to have similar track connection consistent with the change or changes made by the Railway Companies.

(e) whenever any other carrier shall be permitted without the consent of the Railway Companies, to operate on said spur track.

(f) if the Shipper fails to maintain said spur track in reasonably safe condition.

No recourse or claim will exist in favor of or be asserted by the Shipper because of the discontinuance of operation and removal of the metal and fastenings as provided in this section of this contract.

Section 5. The Railway Companies shall not assume or be liable for any expense, or assume or incur any obligations on account of or connected with the acquisition or use of right of way for said spur track. If any part or parts of said spur track shall be located in any present or future public road, street or highway, and if any competent public authority shall demand or require any change, alteration, improvement or reconstruction of said spur track or shall demand or require that the area between or adjoining the rails of said spur track be planked, paved or otherwise surfaced, all such work shall be performed by or at the expense of the Shipper, and if any of said work shall be performed by the Railway Companies or any of them, then and in such event the Shipper covenants and agrees to reimburse such Railway Company or Railway Companies for the expense of so doing, promptly upon receiving bill therefor, including any and all expense imposed upon the Railway Companies or any of them, by any municipal permit or franchise relating to said spur track.

Section 6. It is understood that the movement of railroad locomotives involves some risk of fire, and the Shipper assumes all responsibility for and agrees to indemnify the Railway Companies and each of them against loss or damage to property of the Shipper or to property upon its premises, regardless of the negligence of the Railway Companies or any of them, arising from fire caused by locomotives operated by the Railway Companies or any of them on the said spur track, or in its vicinity, for the purpose of serving the Shipper, except to the premises of the Railway Companies and to rolling stock belonging to the Railway Companies or to others, and to shipments in the course of transportation.

The Shipper also agrees to indemnify and hold harmless the Railway Companies and each of them for loss, damage or

injury from any act or omission of the Shipper, its employees or agents, to the person or property of the parties hereto and their employees and agents, and to the person or property of any other person or corporation, while on or about the said spur track; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of the parties hereto (or of any two or more of them if there be more than two), it shall be borne equally by the parties at fault.

Section 7. Subject to the foregoing terms and conditions, the Milwaukee Company agrees to construct and maintain, and the Railway Companies agree to operate, said turnout connection (approximately 682 feet in length) represented by green line on said map, Exhibit "A", attached hereto, and to connect the same with the said spur track of the Shipper, PROVIDED, however, that the Railway Companies shall not be obligated to operate the said spur track if they shall be prevented or hindered from so doing by acts of God, public authority, strikes, riots, labor disputes, or by any causes beyond their control.

This contract is made in full contemplation of all applicable restrictive orders and regulations of the United States Government, now or hereafter in effect, and accordingly it is expressly conditioned upon the ability of the Railway Companies to furnish labor and materials, and to secure any necessary authority to perform the work.

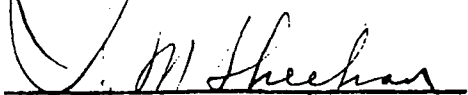
Section 8. This agreement shall be effective from and after the 23rd day of September, 1952.

Section 9. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.



IN WITNESS WHEREOF, the parties hereto have caused  
this agreement to be executed in quintuplicate the day and year  
first above written.

Attest:

  
Secretary


SEATTLE WAREHOUSE COMPANY

By   
President

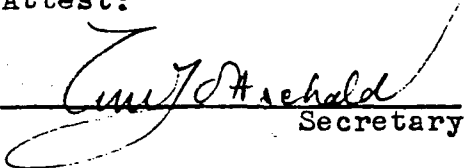
Attest:

  
Assistant Secretary

OREGON-WASHINGTON RAILROAD &  
NAVIGATION COMPANY  
UNION PACIFIC RAILROAD COMPANY

By   
President

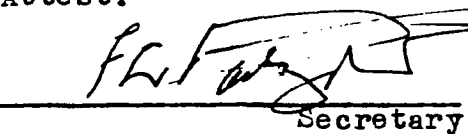
Attest:

  
Secretary

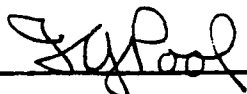
NORTHERN PACIFIC RAILWAY COMPANY

By   
Vice President

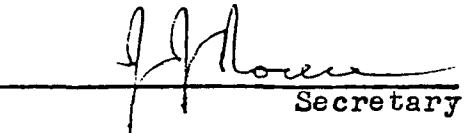
Attest:

  
Secretary

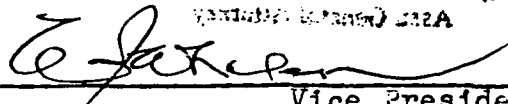
GREAT NORTHERN RAILWAY COMPANY

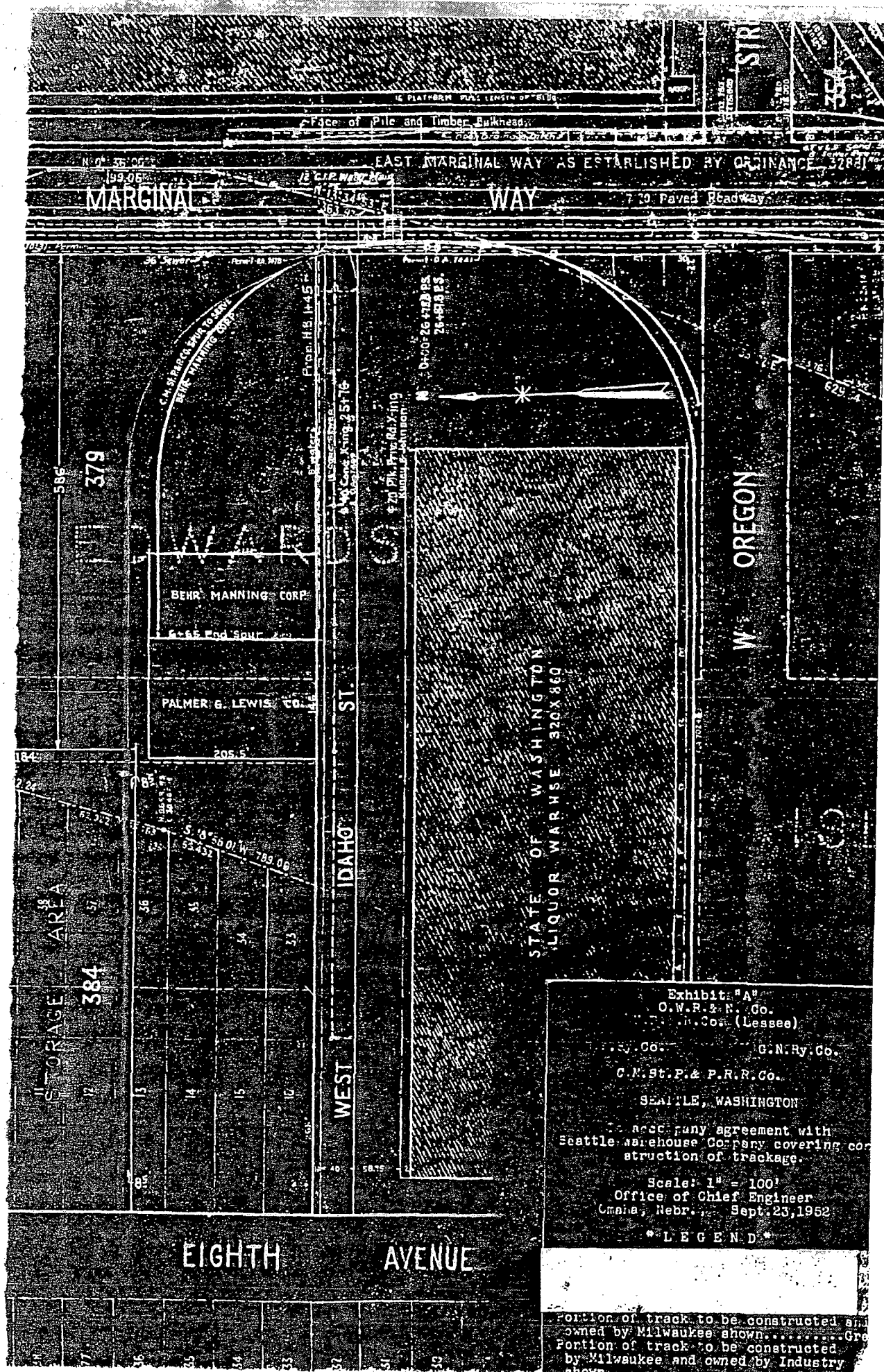
By   
Vice President

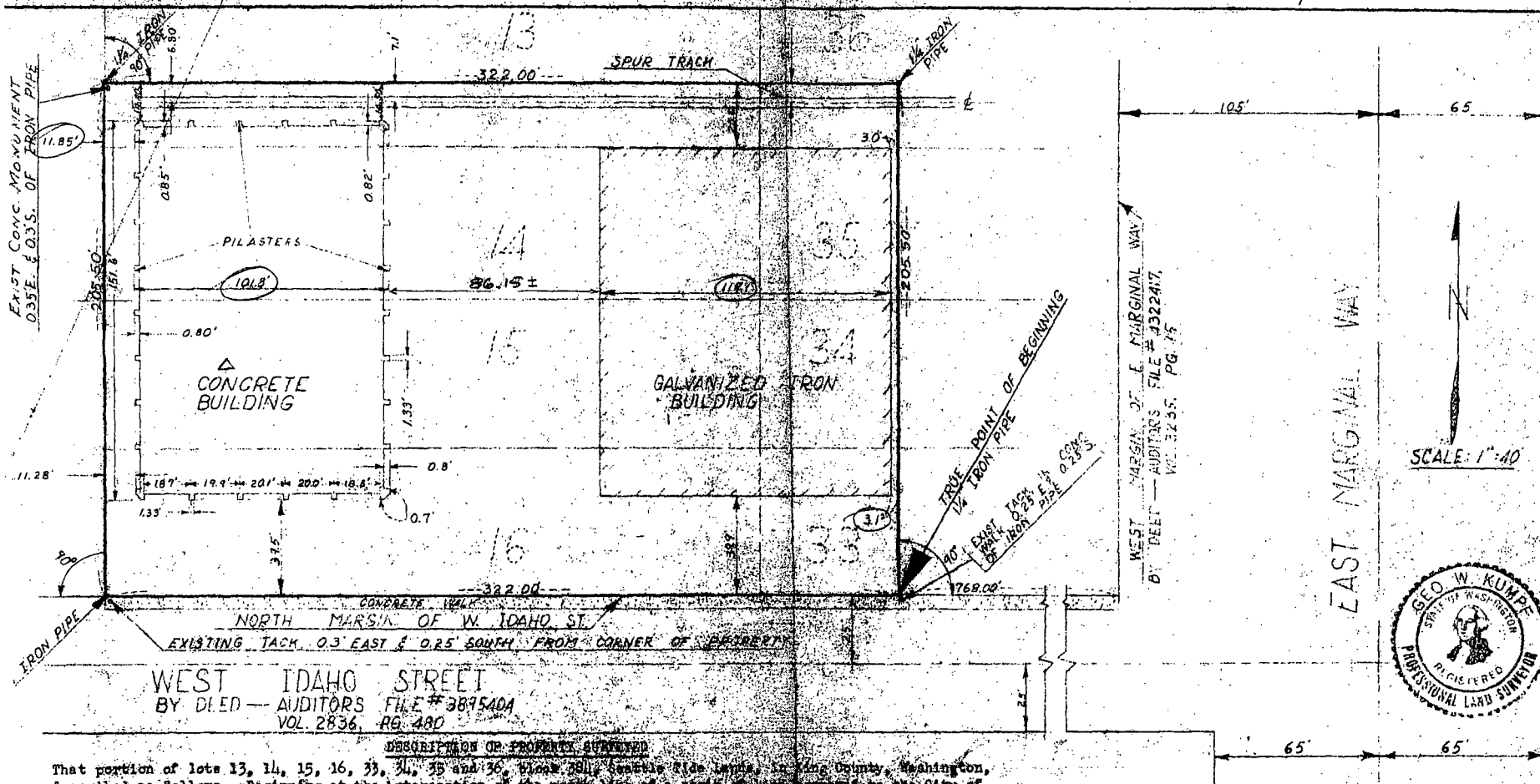
Attest:

  
Secretary

CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD COMPANY

By   
Vice President





That portion of lots 13, 14, 15, 16, 33, 34, 35 and 36, Block 381, Seattle Side Tracts, in King County, Washington, described as follows: Beginning at the intersection of the north line of a strip of land conveyed to the City of Seattle for West Idaho Street by deed recorded under auditor's file No. 38551, west along the north line of a strip of land conveyed to said city for West Marginal Way by deed recorded under auditor's file No. 32217, thence west along said north line 768.00 feet to the true point of beginning; thence north and eight angles 225.00 feet, thence west parallel with the north line of West Idaho Street, 322.00 feet, thence north and eight angles 225.00 feet to the north line of said West Idaho Street, 322.00 feet west of the true point of beginning; thence east along said north line 768.00 feet to the true point of beginning.

I S IS TO CERTIFY THAT THE SKETCH REON GIVES THE EXACT DIMENSIONS THE PROPERTY SURVEYED AND THE LATIVE POSITION OF BUILDINGS TH RESPECT TO THE PROPERTY. VES: THERE ARE NO ENCROACH- NTS UPON THIS PROPERTY.

*Levi D. Brown*

S IS TO CERTIFY THAT THE SKETCH  
REON GIVES THE EXACT DIMENSIONS  
THE PROPERTY SURVEYED AND THE  
LATIVE POSITION OF BUILDINGS  
V.S. THERE ARE NO ENCROACH-  
MENTS UPON THIS PROPERTY.

Geo. W. Rumbold

Δ AUG 14, 1957 REVISED — ADD. BUILDING MEASUREMENTS

CERTIFIED SURVEY OF  
PORTION OF BLOCK 384, SEATTLE TIDE LANDS  
KING COUNTY, SEATTLE, WASHINGTON

DUFFY, LAWRENCE E. KUMPF  
CONSULTING ENGINEERS & SURVEYORS  
307 LOWMAN BUILDING, SEATTLE

APR 01 1957	BOOK 546	PG. 67	# 6509
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T-106W

(7/56)

C. D. No. 41914-1-A

1355-2-1444  
2225-2-205

U. P. R. R. Co. Agreement Audit No. <u>85952-1</u>
--

**A G R E E M E N T**

Between

SEATTLE WAREHOUSE COMPANY  
PARR INDUSTRIAL CORPORATION

*- Now Port of Seattle  
Terminal 106  
12/88*

And

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY  
UNION PACIFIC RAILROAD COMPANY  
NORTHERN PACIFIC RAILWAY COMPANY  
GREAT NORTHERN RAILWAY COMPANY  
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC  
RAILROAD COMPANY

Dated: July 16, 1956

(Covers assignment of trackage in East Marginal  
Way, Seattle, Washington.)

RIDER TO BE ATTACHED TO AGREEMENT dated February 9, 1954, effective September 23, 1952, for an indefinite term, between SEATTLE WAREHOUSE COMPANY, a California corporation, and OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, its lessee UNION PACIFIC RAILROAD COMPANY, NORTHERN PACIFIC RAILWAY COMPANY, GREAT NORTHERN RAILWAY COMPANY, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, all corporations, covering construction, maintenance and operation of a turnout connection to Industrial spur track in East Marginal Way, at Seattle, Washington.

THIS AGREEMENT, made and entered into this 16th day of July, 1956, by and between SEATTLE WAREHOUSE COMPANY, a California corporation (hereinafter called "Assignor"), party of the first part, PARR INDUSTRIAL CORPORATION, a corporation of the State of ~~California~~ (hereinafter called "Assignee"), party of the second part, and OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, its lessee UNION PACIFIC RAILROAD COMPANY, NORTHERN PACIFIC RAILWAY COMPANY, GREAT NORTHERN RAILWAY COMPANY, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, all corporations (hereinafter collectively called "Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and among the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Company, neither said agreement nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.



Section 4. This agreement shall be considered as taking effect as of the 30th day of April, 1956.

Attest:  
*W. M. Sheehan*  
Secretary

SEATTLE WAREHOUSE COMPANY

*Paul R. San*  
President (Assignor)

Attest:  
*Norme J. Stanteb*  
Secretary

PARR INDUSTRIAL CORPORATION

*Paul R. San*  
President (Assignee)

Attest:  
*F. H. [unclear]*  
Assistant Secretary

OREGON-WASHINGTON RAILROAD &  
NAVIGATION COMPANY  
UNION PACIFIC RAILROAD COMPANY

*P. J. Lynch*  
Vice President

Attest:  
*Tom J. Marshall*  
Secretary

NORTHERN PACIFIC RAILWAY COMPANY

*C. H. Burgess*  
VICE President

Attest:  
*F. H. [unclear]*  
Secretary

GREAT NORTHERN RAILWAY COMPANY

*G. P. [unclear]*  
Vice President

Attest:  
*J. J. [unclear]*  
Secretary

CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD COMPANY

*E. J. [unclear]*  
VICE President


S 1/2 of SEC 18, TWP 24 North, Range 4E, W. M.

TERMINAL 106

1970 ?

LEGAL DESCRIPTION

That portion of the Seattle Tide Lands in the south one-half of Section 18, Township 24 North, Range 4 East, W.M., King County, Washington described more particularly as follows:

 Beginning at the centerline intersection of vacated 8th Avenue South and vacated South Dakota Street proceed east 1,180.00 feet to the west margin of East Marginal Way South as established by condemnation Ordinance No. 32881; thence south along said west margin, 525.00 feet to the north margin of South Nevada Street; thence west along said north margin, 1,130.00 feet to the east margin of said 8th Avenue South; thence south along said east margin, 70.00 feet to the south margin of said South Nevada Street; thence east along said south margin 544.00 feet to a point, said point being 14.00 feet east of the west margin of vacated 6th Avenue South; thence south 184.00 feet; thence west, 544.00 feet to a point on the east margin of vacated 8th Avenue South, said point being 19.00 feet south of the northwest corner of Lot 13, Block 384, Seattle Tide Lands; thence south along said east margin, 691 feet to the north margin of South Oregon Street; thence west along said north margin of South Oregon Street, 403.774 feet to the east line of the Duwamish Waterway as re-established by Commercial Waterway District No. 1 Condemnation Cause No. 82673; thence N19°-35'-39" W, along said east line 535.742 feet to the most westerly point of Lot 16, Block 388, S. T. L.; thence N 8° - 23' - 41" E, 814.004 feet to the northwest corner of Lot 3, Block 388; thence east, 414.600 feet along the north line of said Lot 3 extended to the centerline of said vacated 8th Avenue South; thence north along said centerline, 160.00 feet to the point of beginning. This area contains approximately 1,372,461 square feet (31.507 acres).

TOGETHER with that certain easement from Chicago, Milwaukee, St. Paul and Pacific Railroad Company, now of record in volume 3210 deeds, page 181, records of said county, over and across the following described property:

WIDTH ?

→ A strip of land in Block 378 and in the northerly 50 feet of vacated South Dakota Street, described as follows:

Beginning on the west line of East Marginal Way South which point is 95.26 feet north of the north line of said vacated South Dakota Street; thence continuing north along the west line of East Marginal Way South 101.83 feet; thence south 8°-12'-00" west 52.72 feet to a point of curve; thence along a curve to the right having a radius of 241.30 feet a distance of 268.18 feet to its intersection with the centerline of said vacated South Dakota Street, said point of intersection being 171.29 feet westerly, measured along said centerline, of the west line of East Marginal Way South; thence east, along said centerline, 48.08 feet to an intersection with a curve to the left having a radius of 260.30 feet; the center of which curve bears north 28°-14'-00" west from said point of intersection; thence northeasterly along said curve to the left, 195.00 feet to the point of beginning.

PORT OF SEATTLE  
TRAVERSE COMPUTATIONS  
PROBLEM NUMBER 1

NAME J FISHER  
DATE 08-24-70  
PROJECT

JOB DESCRIPTION TERMINAL 106 TOTAL LAND AREA

DESCRIPTION	CS	DISTANCE	BEARING	N-S COORD	E-W COORD
CTR 8TH&DAKOT	0			10472.7800	29965.0000
	1	1180.0000	N90 0 .0E	10472.7800	31145.0000
	2	525.0000	S 0 0 .0E	9947.7800	31145.0000
	3	1130.0000	N90 0 .0W	9947.7800	30015.0000
	4	70.0000	S 0 0 .0E	9877.7800	30015.0000
	5	544.0000	N90 0 .0E	9877.7800	30559.0000
	6	184.0000	S 0 0 .0E	9693.7800	30559.0000
	7	544.0000	N90 0 .0W	9693.7800	30015.0000
	8	691.0000	S 0 0 .0E	9002.7800	30015.0000
	9	403.7740	N90 0 .0W	9002.7800	29611.2260
	10	535.74160	N19 35 39.0W	9507.4976	29431.5620
	11	814.00380	N 8 23 41.0E	10312.7800	29550.4000
	12	414.6000	N90 0 .0E	10312.7800	29965.0000
	13	160.0000	N 0 0 .0E	10472.7800	29965.0000
	999			10472.7800	29965.0000
AREA		1372460.916	SQ. FT.		31.51 ACRES

Port Deed # 391

6638417

4/70

VOL 330 PAGE 629

48E

Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION  
Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDERS USE

RECORDED 330 records  
VOL. 330  
PAGE 629 REQUEST OF

1970 APR 9 AM 10 45

MORRIS AUDITOR  
COUNTY WASH.  
DEPUTY

0 2 3 5 9 6  
DEPT. OF APR-970  
REVENUE  
900.00  
Conveyance  
Tax

0 2 3 5 9 6  
DEPT. OF APR-970  
REVENUE  
900.00  
Conveyance  
Tax

Port of Seattle  
P.O. Box 1209  
Seattle, Wash. 98111  
Attn: Robert E. Tobin

### Statutory Warranty Deed

(CORPORATE FORM)

THE GRANTOR PARR INDUSTRIAL CORPORATION

for and in consideration of One Dollar and other good and valuable consideration  
in hand paid, conveys and warrants to PORT OF SEATTLE, a Washington Municipal Corporation  
the following described real estate, situated in the County of King, State of Washington:

THE FOLLOWING DESCRIBED PARCELS OF LAND SITUATED IN SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, TO-WIT:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF EAST MARGINAL WAY, AS ESTABLISHED BY ORDINANCE NO. 32881 OF THE CITY OF SEATTLE, WITH THE CENTER LINE OF VACATED WEST DAKOTA STREET, AS VACATED BY ORDINANCE NO. 80964 OF SAID CITY; THENCE WESTERLY ALONG SAID CENTER LINE OF SAID VACATED WEST DAKOTA STREET 1130 FEET; THENCE SOUTHERLY AT RIGHT ANGLES 525 FEET TO THE NORTH LINE OF WEST NEVADA STREET, AS DEEDED UNDER ORDINANCE NO. 80965 OF SAID CITY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID WEST NEVADA STREET 1130 FEET TO THE SAID WEST LINE OF EAST MARGINAL WAY; THENCE NORTHERLY ALONG THE SAID WEST LINE OF

EAST MARGINAL WAY 525 FEET TO THE POINT OF BEGINNING; ALSO

COMMENCING AT A POINT IN THE SAID WEST LINE OF EAST MARGINAL WAY, WITH ITS INTERSECTION WITH THE SOUTH LINE OF SAID WEST NEVADA STREET; THENCE WESTERLY ALONG THE SOUTH LINE OF WEST NEVADA STREET 586 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID SOUTH LINE OF WEST NEVADA STREET 544 FEET; THENCE SOUTHERLY AT RIGHT ANGLES 184 FEET; THENCE EASTERLY AT RIGHT ANGLES 544 FEET; THENCE NORTHERLY AT RIGHT ANGLES 184 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT TO CONSTRUCT, MAINTAIN AND OPERATE RAILROAD TRACKS UPON, ALONG, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND IN BLOCK 378, SEATTLE TIDE LANDS AND IN THE NORTHERLY 50 FEET OF WEST DAKOTA STREET AS SAID STREET WAS VACATED UNDER ORDINANCE NO. 80946 OF THE CITY OF SEATTLE, IN SAID SECTION 18, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE BETWEEN LOTS 20 AND 21, SAID BLOCK 378, WHICH POINT IS 22 FEET WEST OF THE WEST LINE OF EAST MARGINAL WAY; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF EAST MARGINAL WAY A DISTANCE OF 100.09 FEET; THENCE SOUTH 3°57'31" WEST 86.91 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 211.88 FEET; THENCE FOLLOWING A CURVE TO THE RIGHT A DISTANCE OF 236.19 FEET TO AN INTERSECTION WITH THE CENTER LINE OF SAID VACATED WEST DAKOTA STREET; THENCE EAST ALONG SAID CENTER LINE OF SAID VACATED WEST DAKOTA STREET A DISTANCE OF 48.08 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 226.25 FEET; THENCE FOLLOWING SAID CURVE TO THE LEFT A DISTANCE OF 254.30 FEET; THENCE NORTH 6°35'17" WEST

0 2 3 5 9 4  
DEPT. OF APR-970  
REVENUE  
900.00  
Conveyance  
Tax

0 2 3 5 9 7  
DEPT. OF APR-970  
REVENUE  
702.00  
Conveyance  
Tax

## SUBJECT TO:

(1) Mortgage dated March 27, 1956 recorded March 30, 1956, under King County Auditor's No. 4677956 by Seattle Warehouse Company, a California Corporation to The Equitable Life Assurance Society of the United States, a New York Corporation.

(2) Lease dated January 19, 1956, recorded March 20, 1966, under King County Auditor's Receiving No. 4674229 by Seattle Warehouse Company, a California Corporation, to Boeing Airplane Company, a Delaware Corporation.

(3) Limitations and conditions contained in an Agreement between Chicago, Milwaukee, St. Paul & Pacific Railroad Company, Seattle Warehouse Company, and the City of Seattle filed under City Comptroller's File No. 215972.

(4) Right of the City of Seattle to construct, operate, and maintain the existing overhead utility in West Dakota Street reserved in City of Seattle Ordinance No. 80964.

(5) Restrictions set forth in Easement referred to in above-legal description, which Easement was recorded January 6, 1958, under King County Auditor's Receiving No. 4862994.

~~This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated April 3rd, 1970, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.~~ *P.I.C. Corp. 4/1/70*

Real Estate Tax was paid on this sale or stamped exempt on

, Rec. No.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 7th day of April, 1970.

PARR INDUSTRIAL CORPORATION

By *[Signature]* President.

By *[Signature]* Secretary.

CALIFORNIA  
STATE OF ~~WASHINGTON~~  
City and ~~San Francisco~~ } ss.  
County of ~~San Francisco~~

On this 7th day of April, 1970, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~ California, duly commissioned and sworn, personally appeared  
FRED PARR COX and EDGAR H. ROWE  
to me known to be the President and Secretary, respectively, of

PARR INDUSTRIAL CORPORATION

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

*[Signature]*  
Notary Public in and for the State of ~~Washington~~ California  
residing at San Francisco, California

IRENE MARIE ALEGRE, Notary Public

In and for the State of California with principal  
Office in the City and County of San Francisco

My Commission expires October 31, 1973.

Filed for Record *Apr 9 1970 10 A.M.*  
Request of PIONEER NAT'L. TITLE INS. CO.

6638417



7 & 7/10  
8/76

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 24<sup>th</sup> day of August, 1976, by and between LONE STAR INDUSTRIES, INC., a Delaware corporation, as Grantor, hereinafter referred to as "Lone Star", and the PORT OF SEATTLE, a Washington municipal corporation, as Grantee, hereinafter referred to as "the Port",

W I T N E S S E T H :

1. In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by the Port, receipt of which is hereby acknowledged by Lone Star, Lone Star hereby grants to the Port and the Port hereby accepts from Lone Star, an easement for ingress and egress for trucks on, across and through the following described premises situated in King County, State of Washington:

That portion of the north half of the southeast quarter of Section 18, Township 24 North, Range 4 East, W. M., King County, Washington, being that portion of Lots 19 and 20, Block 378 and the north 50 feet of vacated South Dakota Street, all in Plat of Seattle Tidelands described as follows:

Beginning at the intersection of the centerline of said Dakota Street and west margin of East Marginal Way South as re-established by the extension of Primary State Highway No. 1 (Hinds St. to West Nevada St.) approved May 17, 1957; thence N 90°-00'-00" W along said centerline a distance of 117.35 feet to the southeasterly line of that certain Railroad Easement recorded under Auditor's File No. 6638417, records of said County; thence northeasterly along said southeasterly line of a curve to the left having a radius of 226.23 feet through a central angle of 41°-36'-37", the initial radial of which bears N 29°-17'-57" W, an arc distance of 164.30 feet to said re-established west margin; thence S 6°-36'-17" E along said re-established west margin a distance of 124.12 feet to the true point of beginning, containing 5,644 square feet as shown in blue on Exhibit "A" attached hereto and by this reference made a part hereof, located adjacent to Port of Seattle Terminal 106 West, hereinafter called "the premises".

2. The Port agrees to maintain the premises for so long as this easement shall remain in effect.

3. All notices shall be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Lone Star:  
Lone Star Industries, Inc.  
P. O. Box 1020  
Seattle, WA 98111

To the Port:  
The Port of Seattle  
P. O. Box 1209  
Seattle, WA 98111

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing.


4. Lone Star may terminate this easement at any time upon giving the Port ninety (90) days' advance notice in writing to vacate the premises.

5. This constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid or effective unless evidenced by an agreement in writing.

IN WITNESS WHEREOF the parties hereto have executed this Easement Agreement as of the day and year first hereinabove written.

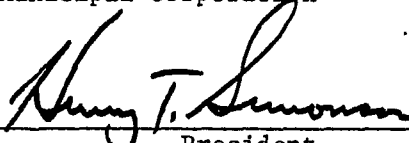
ATTEST:

By

  
Secretary

PORT OF SEATTLE  
A Municipal Corporation

By

  
President  
GRANTEE

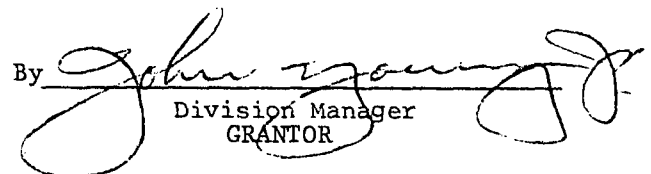
ATTEST:

By

  
Witness

LONE STAR INDUSTRIES, INC.

By

  
Division Manager  
GRANTOR

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 24<sup>th</sup> day of August, 1976, before me,  
the undersigned Notary Public in and for the State of Washington, duly  
commissioned and sworn, personally appeared HENRY T. SIMONSON  
and PAUL S. FRIEDLANDER

, to me known to be the President and  
Secretary, respectively, of the Port Commission of the PORT OF SEATTLE, a  
municipal corporation, the corporation that executed the foregoing instrument,  
and acknowledged said instrument to be the free and voluntary act and deed of  
said corporation, for the uses and purposes therein mentioned, and on oath  
stated that they were duly authorized to execute the same and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this  
certificate first above written.

John M. Humphrey  
Notary Public in and for the State  
of Washington, residing at Seattle.  
My Commission expires Feb. 11, 1978

STATE OF Wash )  
 ) ss.  
COUNTY OF King )

On this 10<sup>th</sup> day of August, 1976, before me  
personally appeared John Young, Jr. and

, to me known to be  
the Division President and the Municipal Secretary, respectively, of the  
corporation that executed the within and foregoing instrument, and acknowledged  
said instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated that they were  
authorized to execute said instrument and that the seal affixed is the corporate  
seal of said corporation.

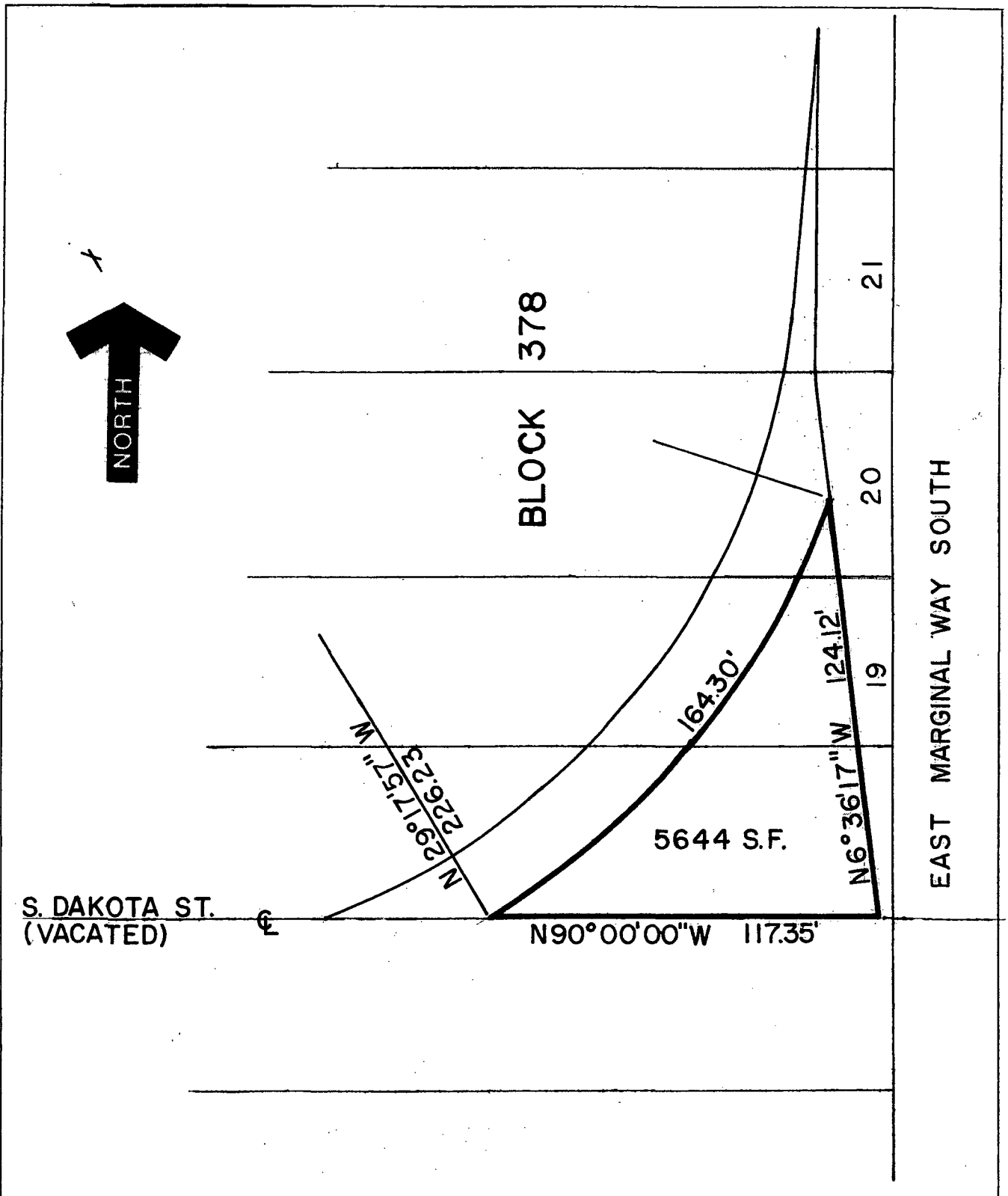
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official  
seal the day and year first above written.

William N. Cunningham  
Notary Public in and for the State  
of Wash., residing at Seattle.

$$8/76$$

P. O. BOX 1209 / SEATTLE, WASHINGTON 98111

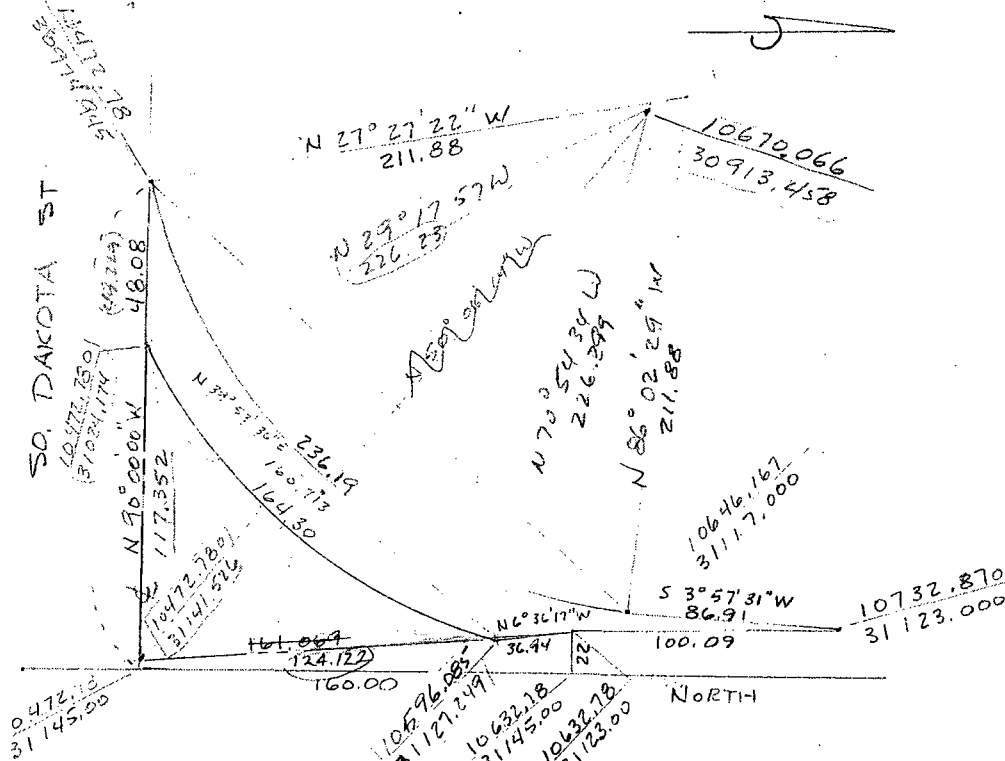
## EASEMENT



PORT OF SEATTLE COMMISSION		DESIGN NO.
PROJECT <u>T-106W</u> PROPOSED PURCHASE AREA		DRAWING NO.
TITLE _____		
DRAWN BY <u>BOYD</u> DATE <u>6-14-76</u> APPROVED _____		



N 1/2 of SE 1/4 18-24-4



TER OF SECTION 18,  
WASHINGTON BEING THAT  
FEET OF VACATED SOUTH  
CRIBED AS FOLLOWS:

DAKOTA STREET AND WEST  
BY THE EXTENSION OF  
(A STREET) APPROVED  
ERLINE A DISTANCE OF  
N RAILROAD EASEMENT  
= SAID COUNTY; THENCE  
VE TO THE LEFT HAVING  
36' 37", THE INITIAL  
CE OF 164.30 FEET TO SAI  
ONG SAID RE-ESTABLISHED

WEST MARGIN A DISTANCE OF 124.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5644 SQUARE FEET

# EASEMENT TO PORT

T 106 W ~~PROPOSED PURCHASE AREA~~

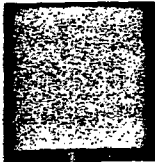
## LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON BEING THAT PORTION OF LOTS 19 AND 20, BLOCK 378 AND THE NORTH 50 FEET OF VACATED SOUTH DAKOTA STREET, ALL IN PLAT OF SEATTLE TIDE LANDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION THE CENTERLINE OF SAID DAKOTA STREET AND WEST MARGIN OF EAST MARGINAL WAY SOUTH AS RE-ESTABLISHED BY THE EXTENSION OF PRIMARY STATE HIGHWAY NO. 1 (HINDS ST. TO WEST NEVADA STREET) APPROVED MAY 17, 1957; THENCE N 90° 00' 00" W ALONG SAID CENTERLINE A DISTANCE OF 117.35 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN RAILROAD EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 6638417, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF A CURVE TO THE LEFT HAVING A RADIUS OF 226.23 FEET THRU A CENTRAL ANGLE OF 41° 36' 37", THE INITIAL RADIAL OF WHICH BEARS N 29° 17' 57" W, AN ARC DISTANCE OF 164.30 FEET TO SAID RE-ESTABLISHED WEST MARGIN; THENCE S 6° 36' 17" E ALONG SAID RE-ESTABLISHED WEST MARGIN A DISTANCE OF 124.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5644 SQUARE FEET

29/87  
N of  
T-106W  
ASHGROVE  
CEMENT  
(3/84)



8403230641

A 315181-1100



PIONEER NATIONAL  
TITLE INSURANCE

A TICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

John J. DeMott

Miller, Nash, Wiener,

Hager & Carlsen

111 S.W. 5th Avenue

Portland, OR 97204-3699

KING COUNTY

EXCISE TAX PAID

MAR 23 1984

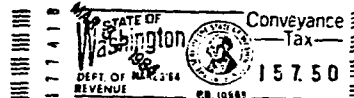
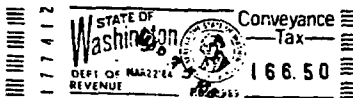
E7765702

Statutory Warranty Deed

(CORPORATE FORM)

THE GRANTOR, LONE STAR INDUSTRIES, INC., a Delaware corporation, formerly Lone Star Cement Corporation, a Maine corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to OREGON PORTLAND CEMENT COMPANY, a Nevada corporation, the following described real estate, situated in the County of Washington, State of

The legal description of the real property conveyed herein is contained in Exhibit A, which is attached hereto and incorporated herein by this reference. That real property is conveyed subject to the liens, encumbrances, reservations and other exceptions listed in Exhibit A.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of March, 1984

LONE STAR INDUSTRIES, INC.

By [Signature] Its: [Signature] #2641 D  
By [Signature] Its: [Signature]

STATE OF WASHINGTON,  
County of King

On this 23rd day of March, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John J. DeMott and to me known to be the Vice President of Lone Star Industries, Inc. a Delaware corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]  
Notary Public in and for the State of Washington,  
residing at Bethel

MAR 23 1984

FILED BY TICOR

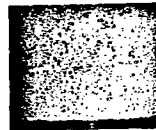
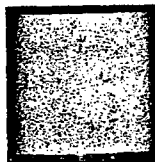


EXHIBIT A

PARCEL A:

BEGINNING ON THE SOUTH LINE OF LOT 19, BLOCK 378, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AT A POINT 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, SAID POINT BEING ON THE WESTERLY LINE OF EAST MARGINAL WAY AS ESTABLISHED UNDER ORDINANCE NO. 32881; THENCE WESTERLY ALONG THE NORTH LINE OF WEST DAKOTA STREET TO THE SOUTHWEST CORNER OF LOT 24, BLOCK 387, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK 387 TO THE NORTHWEST CORNER OF LOT 15, SAID BLOCK 387; THENCE EAST 1376.477 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 28, BLOCK 378, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 28, A DISTANCE OF 57.586 FEET, MORE OR LESS, TO THE WEST LINE OF EAST MARGINAL WAY AS ESTABLISHED UNDER ORDINANCE NO. 32881; THENCE ON SAID WEST LINE SOUTH 546.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH ONE-HALF OF THAT PORTION OF WEST DAKOTA STREET BOUNDED ON THE EAST BY THE WESTERLY LINE OF EAST MARGINAL WAY AS ESTABLISHED UNDER ORDINANCE NO. 32881, AND ON THE WEST BY THE CENTERLINE OF 8TH AVENUE SOUTHWEST (HERETOFORE VACATED) AND ALL OF THE PORTION OF WEST DAKOTA STREET BOUNDED ON THE EAST BY THE CENTERLINE OF 8TH AVENUE SOUTHWEST (HERETOFORE VACATED) AND ON THE WEST BY THE WEST LINE OF LOT 24, BLOCK 387, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, PRODUCED SOUTH TO THE NORTHWEST CORNER OF LOT 1, CALHOUN, DENNY & EWING'S REPLAT OF BLOCK 388, SEATTLE TIDE LANDS, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON; SAID DESCRIBED PORTIONS OF WEST DAKOTA STREET HAVING HERETOFORE BEEN VACATED BY ORDINANCE NO. 80964 OF THE CITY OF SEATTLE.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4861150.

PARCEL B:

LOTS 1, 2, 47 AND 48, CALHOUN, DENNY & EWING'S REPLAT OF BLOCK 388, SEATTLE TIDE LANDS, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON.

TOGETHER WITH THE WEST HALF OF 8TH AVENUE SOUTHWEST ADJOINING SAID LOT 47 AND 48 AND THAT PORTION OF 9TH AVENUE SOUTHWEST BOUNDED IN THE NORTH BY SOUTH LINE OF WEST DAKOTA STREET AND ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 2 PRODUCED EAST TO THE SOUTHWEST CORNER OF SAID LOT 47, SAID DESCRIBED PORTIONS OF 8TH AVENUE SOUTHWEST AND 9TH AVENUE SOUTHWEST, HAVING HERETOFORE BEEN VACATED BY ORDINANCE NO. 76243 OF THE CITY OF SEATTLE.

MAR 23 1984

FILED BY TIGOR

THE ABOVE-DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE  
FOLLOWING:

1. RIGHT OF THE CITY OF SEATTLE TO RECONSTRUCT, OPERATE AND MAINTAIN THE EXISTING OVERHEAD UTILITY IN SAID WEST DAKOTA STREET UNTIL SUCH TIME THE BENEFICIARIES OF THE VACATION THEREOF ARRANGE WITH THE OWNER OF SAID UTILITY FOR ITS REMOVAL, RESERVED IN ORDINANCE NO. 80964 OF THE CITY OF SEATTLE BY WHICH SAID WEST DAKOTA STREET WAS VACATED. AFFECTS PARCEL (A)

2. RELINQUISHMENT OF RIGHT OF ACCESS to state highway and of light, view and air, under terms of deed to the State of Washington.

Recorded : DECEMBER 27, 1957  
Auditor's no.: 4861150  
AFFECTS PARCEL A

3. AN EASEMENT with provisions, conditions and covenants as may be set forth therein.

For : 2 STANDARD GAUGE RAILROAD TRACKS  
In favor of : PARR INDUSTRIAL CORPORATION  
Reflected of record by instrument  
Recorded : JANUARY 6, 1958  
Auditor's no.: 4862994  
Affects : STRIP OF LAND IN BLOCK 378 SEATTLE TIDE LANDS AND IN NORTHERLY 50 FEET OF WEST DAKOTA STREET AS SAID STREET WAS VACATED UNDER ORDINANCE NO. 80946 OF CITY OF SEATTLE IN SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS  
BEGINNING AT A POINT ON LINE BETWEEN LOTS 20 AND 21 SAID BLOCK 378 WHICH POINT IS 22 FEET WEST OF WEST LINE OF EAST MARGINAL WAY; THENCE NORTH ON LINE PARALLEL WITH WEST LINE OF EAST MARGINAL WAY A DISTANCE OF 100.09 FEET; THENCE SOUTH 3°57'31" WEST 86.91 FEET TO POINT OF CURVE TO RIGHT HAVING RADIUS OF 211.88 FEET; THENCE FOLLOWING CURVE TO RIGHT A DISTANCE OF 236.19 FEET TO AN INTERSECTION WITH CENTERLINE OF SAID VACATED WEST DAKOTA STREET; THENCE EAST ALONG SAID CENTERLINE OF VACATED WEST DAKOTA STREET A DISTANCE OF 48.08 FEET TO POINT OF CURVE TO LEFT HAVING RADIUS OF 226.23 FEET; THENCE FOLLOWING SAID CURVE TO LEFT A DISTANCE OF 164.30 FEET; THENCE NORTH 6°36'17" WEST 36.94 FEET TO THE POINT OF BEGINNING  
AFFECTS A PORTION OF PARCEL A

4. AGREEMENT for side sewer connection, whereby, in consideration of a permit to construct a side sewer to connect said premises in such a manner that more than one single residence building is connected to one side sewer, not conforming to the requirements of Ordinance of the City of Seattle, or as may be amended, do hereby agree to indemnify and save harmless the City of Seattle from all future damages resulting from such connection. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs and assigns forever.

Dated : JANUARY 5, 1969  
Executed by : LONE STAR CEMENT CORPORATION  
To : CITY OF SEATTLE  
Recorded : MAY 5, 1969  
Auditor's file no.: 6505870  
AFFECTS PARCEL A

-2-

MAR 23 1984 FILED BY TICOR

THE ABOVE-DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

5. Right of use, control or regulation by the United States of America in the exercise of powers over navigation.
6. Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.
7. RIGHT, IF ANY, OF PUBLIC UTILITY USE OF A SOUTHEASTERLY PORTION OF SAID PREMISES FOR SUBSTATION PURPOSES.

8403230641

-3-

MAR 23 1984

FILED BY TICOR